

CITY OF EMMETT
From the Council President
501 E. Main Street
Emmett, Idaho 83617
208-365-6050

Gordon Petrie, Mayor
Lyleen Jerome, City Clerk
Jake Sweeten, Attorney

Councilors:
Tona Henderson (Pres.)
Thomas Butler
Denise Denham
Jody Harris
Steve Nebeker
Gary Resinkin

11 March 2025

To Whom It May Concern,

As President, and on behalf of the City Council of Emmett, Idaho, I am proud to offer our strongest endorsement for the Gem of the Payette Project, an ambitious and transformative initiative of the Economic Development Foundation, the non-profit arm of the Gem County Chamber of Commerce, and designed, in part, to revitalize Historic Downtown Emmett into a thriving, pedestrian-friendly community destination, which will include significant trail development in Gem County and along the Payette River, ultimately connecting with Emmett's trails and walking paths. This will especially enhance recreational opportunities for our gem of a community and its visitors.

However, due to budgetary restrictions for both Gem County and our city, we know this can happen only through grants and private investments.

This visionary redevelopment, informed by Roger Brooks' comprehensive assessment of our economic corridor, will significantly enhance our community's quality of life. By emphasizing pedestrian-friendly and open spaces, local shopping, dining, entertainment venues, and cultural vibrancy. We believe this project will turn our downtown into a welcoming community "living room," bustling with life after 6:00 pm, drawing both our residents and visitors from surrounding towns.

We also believe the Gem of the Payette Project will elevate our local economy while nurturing community pride and engagement—thus, providing long-lasting benefits for our residents and future generations.

Thank you for considering our community's vision and aspirations.

With warm regards,

Tona Henderson, President
City Council of Emmett

**Idaho Gem Grant
Application Resolution**

WHEREAS, the City Council of Emmett, Idaho, is interested in the economic health of the community and its citizens; and

WHEREAS, the City Council of Emmett, Idaho, wishes to support and encourage appropriate efforts within the community that promote economic development of the community and the economic well-being of its citizenry; and

WHEREAS, the Idaho Department of Commerce is offering a program specifically designed to help rural Idaho communities implement economic development strategies/projects and,

WHEREAS, this program is entitled the Idaho Gem Grant Program

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Emmett, Idaho hereby supports and endorses an Idaho Gem Grant application for the Gem of the Payette project;

-

BE IT FURTHER RESOLVED, that the City Council of Emmett, Idaho, designates Emmett Public Works Director Steve Freemyer, as its administrative agent for this grant.

This Resolution is in full effect upon its adoption on this_____day of March 2025

Tona Henderson, President of the Council

(Attest)

City of Emmett Council Meeting

February 25, 2025

Regular Meeting

The Emmett City Council held a meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Petrie called the meeting to order at 5:30 p.m.

Mayor Petrie led the Pledge of Allegiance

Laura Dodson offered the Community Invocation

Council Present: Council President Tona Henderson, Councilor Tom Butler, Councilor Steve Nebeker, Councilor Jody Harris, Councilor Gary Resinkin, Councilor Denise Denham

Council Present by Zoom:

Council Absent: None

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Mike Knittel, Brian Sullivan, Alyce Kelley, Curt Christensen, Steve Kunka, Steven Freemyer

Staff Present by Zoom:

Public Present: Jethro Batchelor Emmett, ID; Ray Fouts – Emmett, ID; Carol Briggs – Emmett, ID; Ty Tomlin – Emmett, ID

Amendments to the Agenda:

Declaration of Conflict of Interest: None

Declaration of Council Members' Discussion Outside an Open Meeting: None

ELECTED OFFICIALS:

Mayor: Mayor Petrie proclaimed the month of March as National Nutrition Month and presented the proclamation to Carol Briggs who gave a brief presentation on how food connects us.

City Council:

Announcements and Good of the Order: None

CONSENT AGENDA:

Approval of Minutes – February 11, 2025

Approval of Accounts Payables

Approval of Permits – **Bartenders:** Jose Augustin Vazquez De Leon
Otilia Quintero
Joseph Jameson Skinner
Mary F. White

Councilor Resinkin **MOVED TO APPROVE THE CONSENT AGENDA.** Seconded by Council President Henderson. **Motion carried by voice vote.**

BUSINESS:

Steven Freemyer, PW Director requested approval Notice of Intent to Award Bid to Granite Excavation, Inc. Council President Henderson **MOVED TO APPROVE THE NOTICE OF INTENT TO AWARD LOW BID TO GRANITE EXCAVATION, INC IN THE AMOUNT OF \$1,255,183.22 WITH THE UPPER PRESSURE ZONE TANK USING ARPA FUNDS IN THE AMOUNT OF \$750,000 AND FROM THE WATER FUNDS 2024-2025 BUDGET \$205,183.22 AND \$300,000 FROM THE LGIP FUNDS AND FOR THE MAYOR TO SIGN.** Seconded by Councilor Resinkin. **Motion carried by voice vote.**

Steven Freemyer, PW Director requested approval of the Emmett Main Street Bridge Plan. Council President Henderson **MOVED TO APPROVE THE EMMETT MAIN STREET BRIDGE ALTERNATIVE 2 – REDUCED BRIDGE WIDTH PLAN.** Seconded by Councilor Denham. **Motion carried by voice vote.**

DEPARTMENT ACTIVITY REPORTS:

Building Department – Brian Sullivan reported

City Clerk – Lyleen Jerome reported and presented the January Financial Statement

Fire Department – Curt Christensen reported on the current update of the fire truck

Library – Alyce Kelley reported on the library and Books, Brownies and Bears Event

Police Department – Steve Kunka reported and then Mike Darling reported on the recent training he had attended on Computer Evidence Recovery.

Public Works – Steve Freemyer reported

Systems Administrator – Mike Knittel reported on the Access Control and ADA Upgrade

Engineer – No report

ADJOURN

Councilor Harris **MOVED TO ADJOURN.** Seconded by Councilor Denham. **Motion carried by voice vote.**

Meeting adjourned at 6:09 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name TONYA FRANCHINI

Date Application Received 02/11/25 By SJ

- ☒ **New Application** ☐ **Renewal Application**
- ☒ Application Notarized
- ☒ Fingerprint Receipt Attached (New only)
- ☒ Copy of Driver's License Attached
- ☒ Permit Fee Paid
- ☒ Temporary Permit Language added to Receipt (New only)

Police Department

☒ Background Check

[Signature]
Emmett Police Name/Records Check

✓
Application Approved

[Signature]
Application Denied

[Signature]
Chief of Police (signature)

3-4-25
Date

☐ Fingerprint Results Attached (New only) _____

City Council

☒ Added to Council Agenda for approval

City Council Approved

Yes ☐ No ☐

3/11/25
Council Date

Official Permit

☐ Created _____

☐ Mailed _____

Tracking # _____

ODOMETER DISCLOSURE STATEMENT (LEASED VEHICLES)

Federal law requires that the lessee disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor.

I, _____ state that the odometer
(name of person making disclosure – print)

now reads _____ miles and to the best of my knowledge that it reflects the actual
(no tenths)

mileage of the vehicle described below, unless the following statement is checked

() I hereby certify that the odometer reading is **NOT** the actual mileage.

YEAR	MAKE	MODEL	VIN
2019	Dodge	Durango Pursuit AWD	1C4SDJFT3KC739255

City of Emmett _____

Lessee's Name

Lessee's Signature

Date of Statement

THE BANCORP BANK, 3755 PARK LAKE STREET, ORLANDO, FL 32803 _____

Lessor's Name and Address

2/26/2025 _____

Date Disclosure sent to Lessee

Date Completed Disclosure Received from Lessee

Lessor's Signature



PURCHASE INSTRUCTIONS

LESSEE: City of Emmett
ACCT. # 21052-78604
VEHICLE: 2019 Dodge Durango Pursuit AWD
VIN / SERIAL # 1C4SDJFT3KC739255
PURCHASE AMT: \$9,000.00
VALID THRU: 3/8/2025

PLEASE FOLLOW THE BELOW INSTRUCTIONS

- ✓ MAKE YOUR CHECK PAYABLE TO: THE BANCORP BANK
- ✓ COMPLETE THE ATTACHED ODOMETER STATEMENT
- ✓ MAKE THE TITLE OUT TO :

NAME: _____

ADDRESS: _____

Phone: _____ Email: _____

MAIL to whose Attn: _____

- ✓ MAIL TITLE TO (if different than above)

NAME: _____

ADDRESS: _____

PLEASE FORWARD THE CHECK AND THESE TWO DOCUMENTS TO:

THE BANCORP BANK
3755 PARK LAKE STREET
ORLANDO, FL 32803

Title will be mailed in ten (10) working days unless payment is made by cashier's check or certified check.
Should you have any questions please contact our office at (407) 298-2982.

thebancorp.com

Banking services provided by:
The Bancorp Bank, N.A. Member FDIC.
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ODOMETER DISCLOSURE STATEMENT (LEASED VEHICLES)

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(name of person making disclosure – print)

now reads _____ miles and to the best of my knowledge that it reflects the actual
(no tenths)

mileage of the vehicle described below, unless the following statement is checked

() I hereby certify that the odometer reading is **NOT** the actual mileage.

YEAR	MAKE	MODEL	VIN
2019	Dodge	Durango Pursuit AWD	1C4SDJFT5KC739256

City of Emmett

Lessee's Name

Lessee's Signature

Date of Statement

THE BANCORP BANK, 3755 PARK LAKE STREET, ORLANDO, FL 32803

Lessor's Name and Address

2/26/2025

Date Disclosure sent to Lessee

Date Completed Disclosure Received from Lessee

Lessor's Signature



PURCHASE INSTRUCTIONS

LESSEE: City of Emmett
ACCT. # 21052-78603
VEHICLE: 2019 Dodge Durango Pursuit AWD
VIN / SERIAL # 1C4SDJFT5KC739256
PURCHASE AMT: \$9,000.00
VALID THRU: 3/8/2025

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- ✓ MAKE YOUR CHECK PAYABLE TO: THE BANCORP BANK
- ✓ COMPLETE THE ATTACHED ODOMETER STATEMENT
- ✓ MAKE THE TITLE OUT TO :

NAME: _____

ADDRESS: _____

Phone: _____ Email: _____

MAIL to whose Attn: _____

- ✓ MAIL TITLE TO (if different than above)

NAME: _____

ADDRESS: _____

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thebancorp.com

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EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617

Tuesday March 11, 2025

Mayor, City Council:

I am requesting a **MOTION to approve the Notice of Award for the 12th Street Lift Station Upgrades Pre-Purchase to Reiner Pump Systems, Inc. in the amount of \$319,867.00, with the mayor to sign.**

Attached are the project documents for your review.

- The BID process was managed by Keller Associates.
- A Legal Notice Soliciting Sealed Bids was published in the Messenger Index on January 29, 2025 and February 5, 2025 (attached).
- Sealed Bids were opened at 601 E 3rd St, Emmett, ID 83617, on February 25, 2025, at 1:30 PM.
- Bid documents were reviewed by Justin Walker, City Engineer.

Thank you,

Steven Freemyer, Public Works Director

LEGAL NOTICE**NOTICE INVITING BIDS**

Sealed Bids for the construction of the City of Emmett 12th Street Lift Station Upgrades Pre-Purchase will be received by the City of Emmett at the following location:

City of Emmett
601 E. 3rd St.
Emmett, ID 83617

Bids will be accepted until 1:30 PM MST on February 25th, 2025. Bids will be opened, evaluated, and an announcement will be made as defined in Section P-200 – Instructions to Bidders.

The Project consists of furnishing packaged lift station and backup power generator, as specified in the contract documents and specifications. The City will sign a purchase agreement with the selected Vendor, and the agreement will subsequently be assigned to the Installation Contractor. It is anticipated that the City will pay for submittals prior to the selection of the Installation Contractor and that the Installation Contractor will then be responsible for the remainder of the purchase agreement. The Installation Contractor is expected to be selected Winter/Spring 2026. The Vendor shall be responsible to coordinate all installation and startup activities with the selected Installation Contractor. Bid documents may be purchased electronically at www.kellerassociates.com via QuestCDN for a non-refundable charge of \$22.00. Click on 'Current Projects Bidding' which shows, in the left-hand column, all of the projects which we have bidding at this time. Click on the "City of Emmett – 12th Street Lift Station Upgrades Pre-Purchase" hyperlink which will display information specific to the project. For assistance in viewing or downloading the digital project information, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

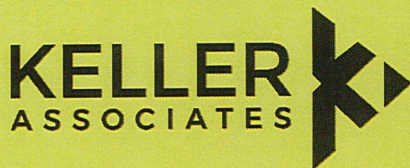
A pre-bid conference will not be held. Questions shall be referred to the Project Manager: Justin Walker - Keller Associates, Inc. at (208) 288-1992 or via email at jwalker@kellerassociates.com.

Each Bid must be submitted on the prescribed forms and accompanied by Bid Security in the form of a cashier's check, or a bid bond executed on the prescribed form, payable to the City of Emmett, in an amount not less than five percent (5%) of the bid amount. The successful Bidder will be required to furnish Performance and Payment Bonds with the Purchase Order Agreement, each in the amount of not less than 100% of the contract price.

The City of Emmett reserves the right to reject any or all Bids and to waive any nonmaterial informalities in the Bids received.

January 29, February 5, 2025

601994



100 East Bower Street, Suite 110
Meridian, ID 83642

(208) 288-1992

February 27, 2025

City of Emmett, Idaho
Steven Freemyer, Public Works Director
501 E Main Street
Emmett, ID 83617

**Re: City of Emmett – 12th Street Lift Station Upgrades
Recommendation of Notice to Award**

Dear Steven:

I am writing to summarize our evaluation and provide a recommendation to award for the above referenced project. On February 25, 2025, the City of Emmett received one (1) bid for the construction of the 12th Street Lift Station Upgrades Project. The bid was for \$319,867.00. We are happy to report that this bid is approximately \$20,000 less than the budget.

Keller Associates recommend that the City issue a Notice of Award for the Lump Sum Bid work to Reiner Pump Systems, Inc., the sole bidder, in the amount of \$319,867.00. Their bid package has been found to be complete and responsive.

Please contact me at 208-288-1992 with any questions.

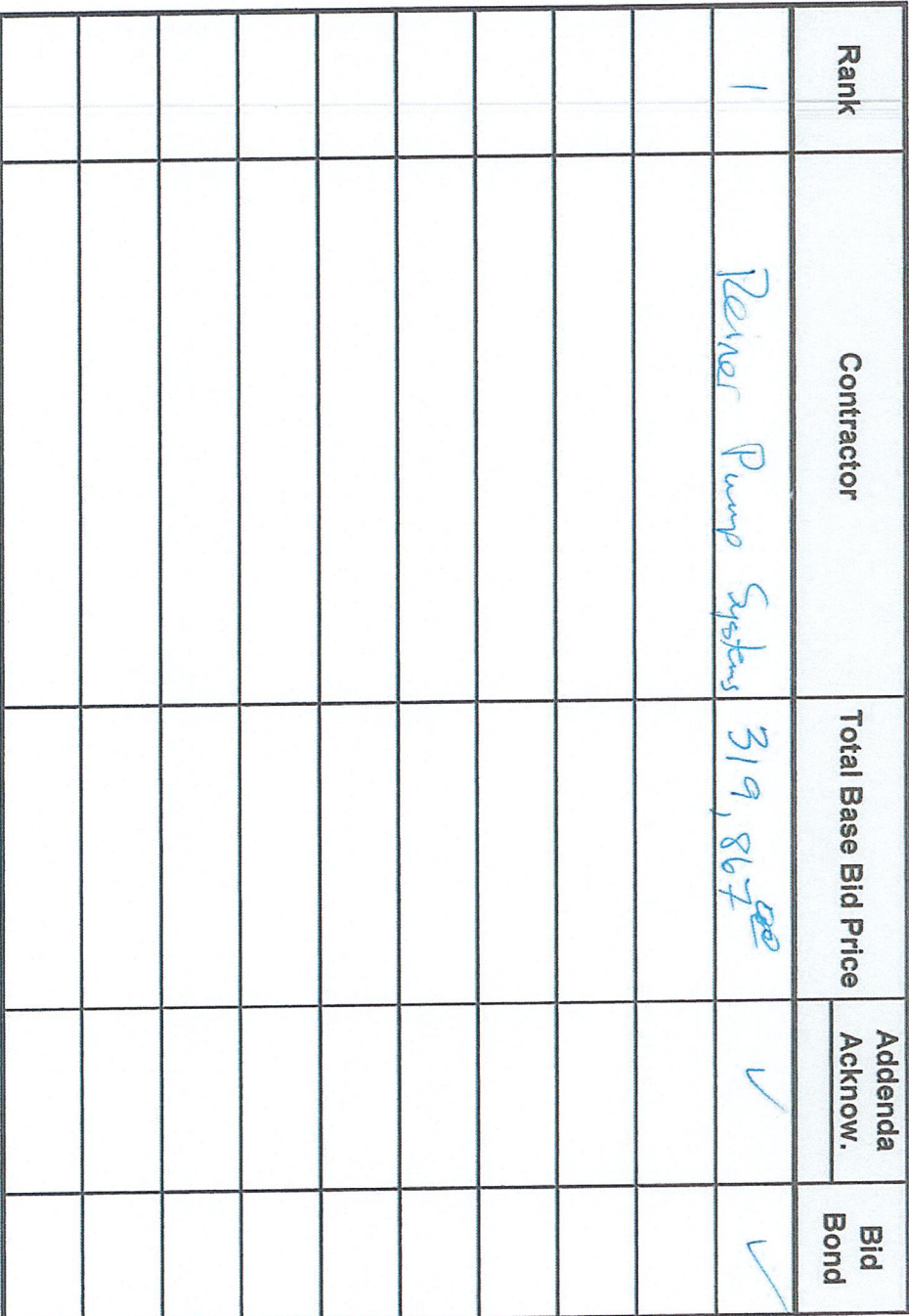
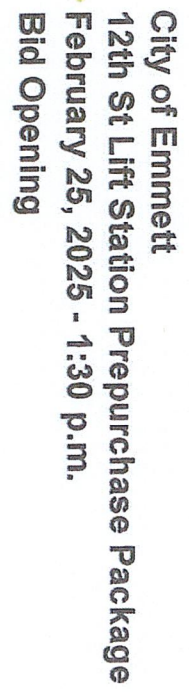
Sincerely,

KELLER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Justin Walker".

Justin Walker, PE
Project Manager

Attachments (1) – Reiner Pump Systems, Inc. Bid Package



NOTICE OF AWARD

Date of Issuance: February 27, 2025
Owner: City of Emmett, Idaho Owner's Project No.:
Engineer: Keller Associates Engineer's Project No.: 210022-096
Project: 12th Steet Lift Station Upgrades Pre-Purchase
Contract Name:
Bidder: Reiner Pump Systems, Inc.
Bidder's Address: 53 US Highway 206, Stanhope, NJ 07874

You are notified that Owner has accepted your Bid dated **February 25, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

12th Steet Lift Station Upgrades Pre-Purchase

The Contract Price of the awarded Contract is **\$319,867.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterpart(s) of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within Ten (10) days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Emmett, ID

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

CITY OF EMMETT
12TH STREET LIFT STATION UPGRADES PRE-PURCHASE

210022-096

BID FORM**PROJECT IDENTIFICATION: City of Emmett 12th Street Lift Station Upgrades****CONTRACT IDENTIFICATION NUMBER: 210022-096**

- 1.01 This Bid is submitted to: City of Emmett
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.
- 2.02 Bidder acknowledges that this Contract, if awarded, may be assigned by the Owner to the Installing Contractor, and hereby consents to the assignment under the terms and conditions of the Pre-Purchase Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date	Initials
Addendum No. 1	Feb. 20/2025	F. [Signature]

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

CITY OF EMMETT
12TH STREET LIFT STATION UPGRADES PRE-PURCHASE

210022-096

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

CITY OF EMMETT
12TH STREET LIFT STATION UPGRADES PRE-PURCHASE

210022-096

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s). State of Idaho taxes shall not be included (Section 00800 – Supplementary Conditions 5.05.A).

PACKAGED LIFT STATION AND GENERATOR consisting of the following:		
A. EQUIPMENT: The Vendor shall provide one (1) sanitary sewer lift station and (1) standby power generator meeting the requirements of these contract documents. It shall include a packaged lift station, generator and automatic transfer switch, and associated submersible pumps, piping, valves, electrical and control wiring, and instrumentation required for a complete and operable system. City's integrator will complete SCADA integration and programming.		
B. SPECIAL SERVICES - STARTUP AND TRAINING: Services as defined in Section 01 43 33 and Section 01 75 16.		
PACKAGED SEWER LIFT STATION AND GENERATOR PRICE \$Three hundred nineteen thousand eight hundred sixty seven (In Words) dollars This is the contract amount that will be included in the agreement and assigned to an Installation Contractor, if desired by the Owner.	LS	\$319,867.00 <u>\$319,867.00</u> * Cummins generator delivery date unreliable, cannot accept liquidated damages.

ARTICLE 6 - TIME OF COMPLETION

*** w/ Alt. Bluestar Generator deduct \$5,100.00 (Five thousand one hundred dollars) will accept liquidated damages. ***

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of certified check.
 - B. Preproduction lift station mechanical plan and section drawings

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

CITY OF EMMETT
12TH STREET LIFT STATION UPGRADES PRE-PURCHASE

210022-096

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by: Reiner Pump Systems, Inc.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: Reiner Pump Systems, Inc.

State of Incorporation: New Jersey

Type (General Business, Professional, Service, other): General Business

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Shirley P. Reiner

Title: President

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 53 US Highway 206, Stanhope, NJ 07874

Phone: 973-347-9000 Facsimile: _____

E-mail address: sreiner@reinerpump.com

February 25, 2025

City of Emmett
12th Street Lift Station Upgrade Pre-Purchase

PROJECT IDENTIFICATION: City of Emmett 12th Street Lift Station Upgrades
CONTRACT IDENTIFICATION NUMBER: 210022-096

Letter of Comments and Exceptions:

RE: ARTICLE 9 - LIQUIDATED DAMAGES

9.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods or furnish Special Services within the Contract Times, are set forth in the Agreement.

Exceptions are as follows:

Due to an unreliable delivery date of the Cummins generator, Reiner Pump Systems CANNOT accept Liquidated Damages on the Cummins generator portion of this bid.

In lieu of this unreliable delivery date, we would like to offer an alternative Blue Star generator from Legacy Power systems (per specification) at a deduct of \$5,100.00. Generator described below:

Qty 1 - Blue Star Generator

- 100KW Standby Diesel Generator
- 277/480 volt, 3 phase
- Level 2 Steel Enclosure
- 150 amp Main Breaker
- 24 hour (250 gallons) subbase diesel tank
- Freight and start up included

Qty 1 - Automatic Transfer Switch

- 300 Series ATS
- 150 amp,
- Non-SE Rated
- 277/480 volt, 3 phase
- NEMA 3R Enclosure

- Freight and start up included

Additional Items

- Submittals available upon request
- 1 Set of Operation and Maintenance Manuals

General Comments and Exceptions

1. NETA ATS testing, or any other 3rd party testing not included unless otherwise noted.
2. Additional O & M's will be \$125.00 net each.
3. Equipment is shipped FOB factory, with freight prepaid and allowed to the job site unless otherwise noted.
4. Breaker coordination studies excluded.
5. TVSS devices for the generator or transfer switch(es) are excluded unless otherwise noted.
6. IBC seismic certification excluded unless otherwise noted.
7. Prices do not include any applicable taxes.
8. All orders are subject to Legacy Power Systems Terms and Conditions.
9. Shipments are subject to manufacturer's lead times and transit times. Legacy Power Systems assumes no responsibility for delays that are beyond our control and will not pay for liquidated damages.
10. Freight/Delivery not included
11. Legacy Power Systems to provide equipment to site within 52 weeks from the date of Notice to Proceed or face liquidated damages per spec of \$500 per day.
12. Taxes and permits not included in quote.
13. Quote is for equipment only, delivery to site (offloading by others) and startup.
14. Fuel is not included.

Sincerely,

Forrest L. Schandel
Territory Manager
C (509) 212-1435
O (855)758-1188
forrest@reinerpump.com

FORM 107140-0923

06000018

CASHIER'S CHECK
PNC BANK
PNC Bank, National Association
New Jersey

No. 4310827

55-760/312

DATE FEBRUARY 19, 2025

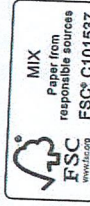
PAY TO THE
ORDER OF TY OF ENNETT

\$ 16,000.00

SIXTEEN THOUSAND AND 00 / 100 DOLLARS

REINER PUMP SYSTEMS INC

REMITTER



PNC Bank, National Association

Mary Spu Clark
OFFICIAL SIGNATURE

MP

⑈04310827⑈ ⑆031207607⑆ 8010001302⑈

Security features
included.
Details on back.

**CERTIFICATION OF INCORPORATION
OF**

REINER PUMP SYSTEMS, INC.

FILE

OCT 27 1998

**James A. DiEsterio,
State Treasurer**

This is to certify that, there is hereby organized a corporation under and by virtue of *N.J.S. 14A:1-1 et seq.*, the "New Jersey Business Corporation Act."

1. The name of the corporation is **REINER PUMP SYSTEMS, INC.**
2. The name and address of this corporation's initial registered agent is

Shirley P. Reiner
321 Amity Road
Andover, NJ 07821

3. The purposes for which the corporation is organized are:

To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act." *N.J.S. 14A:1-1 et seq.*

4. The aggregate number of shares which the corporation shall have the authority to issue is two thousand five hundred (2,500).

There is only one class and only one series of stock of this corporation.

5. The first Board of Directors of this corporation shall consist of two (2) Directors and the name and address of each person who is to serve as such Director is:

(A) Shirley P. Reiner
321 Amity Road
Andover, NJ 07821

(B) Chris J. Reiner
321 Amity Road
Andover, NJ 07821

FORWARDED FOR RECORDING AND FILING

**BY: David K. Marx, Jr., Esq.
3108 Route 10 West
Denville, NJ 07834**

0100767712

497115

6. The name and address of each incorporator is:

David K. Marx, Jr., Esq.
3108 Route 10 West
Denville, NJ 07834

In Witness Whereof, each individual incorporator, each being over the age of eighteen years, has signed this Certificate on October 27, 1998.



DAVID K. MARX, JR., ESQ.



Office of the City Clerk
501 East Main Street
Emmett, Idaho 83617

July 27, 2021

TO: City of Emmett
Mayor Gordon Petrie
Emmett City Council

RE: Approve Contract with CivicPlus, LLC

I recommend the following motion: I MOVE TO APPROVE THE ANNUAL RECURRING SUPPLEMENT SERVICE CONTRACT WITH CIVIC PLUS WITH THE MAYOR TO SIGN.

Lyleen Jerome

City Clerk/Treasurer/HR

City of Emmett

501 E. Main Street

Emmett, ID 83617

PH: 208-365-6050

e-mail: ljerome@cityofemmett.org

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-73849-1

4/16/2024 8:13 AM

EMMETT CITY, IDAHO

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 1,000.00
Code and Supp Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -250.00
Annual Print Supplementation Service Included	Annual Print Supplementation Service Included Print Schedule - 12	1.00	USD 0.00
Quarterly Electronic Supplementation Service Included	Quarterly Electronic Supplementation Service Included Electronic Schedule - 3, 6, 9, 12	1.00	USD 0.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [2] copies	2.00	USD 0.00
Annual Recurring Supplement Services - Initial Term		USD 750.00	
Annual Recurring Supplement Services - (Subject to Uplift)		USD 1,000.00	

1. This Statement of Work ("SOW") is between City of Emmett, ID ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 4/1/2025 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.
3. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-73849-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.


IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

2/5/2025

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"> • Additional copies, reprints, binders, and tab orders; • Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees; • Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements; • Legal work, creation of fee schedules, gender-neutral review/implementation, external linking; • Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material; • Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt; • Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt; • Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost. • The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and • Online Code hosting and online features, this is listed separately. <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
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Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

Building and Zoning Department,
Brian Sullivan, Director
3/11/25

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

Building and Zoning Department Main Operational Goals for FY 2025:

Goal 1: To digitalize and organize zoning files for the last ten years.

Goal 2: To update titles 9 and 10 codes for modernization and conformance to the new Comp Plan.

Goal 3: To work with office staff to perform basic plan reviews.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

1. Held a workshop with the zoning commission to review ADU ordinance and Short-Term Rental ordinance. 3/3/25
2. Worked on a draft of a new Area of City Impact boundaries to come into compliance with State Code prior to Dec. 31, 2025. 2/27/25
3. Draft of building permit fee increases.
4. Started code amendments to the sign ordinance and design review manual. 2/25/25
5. Organizing and digitalizing 25 zoning files since the start of FY 2025 Goals.

Major tasks planned for the next thirty days [NMT 10]:

1. **Boundary changes to the Historic Downtown District**
2. **Complete sign code and design review manual updates and advertise a public hearing for May 7th Zoning Commission.**
3. **Review proposal from Logan Simpson for code update, scope of work, for compliance with the comp. plan.**
4. **My one staff member is out for at least 30 days, so office accomplishments could be slow during this time.**

Training accomplished since the last report [show date accomplished]:

Percent of budget expended since the last business day of last month: 39%

**Emmett City Clerk's Office,
Lyleen Jerome, City Clerk**

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

Emmett City Clerk Main Operational Goals for FY 2025:

Goal 1: To become another passport acceptance facility to augment the county.

Goal 2: To upgrade our system to allow digital processing for accounts payable.

Goal 3: To update applicable forms for customers to access, fill out, and submit from our website.

Expenditures requiring council authorization this fiscal year and the amount expended:

Replacing entry doors on City Hall Expended to Date: \$0.00

Major accomplishments since the last report:

2-26-25 Sent request to passport agency to see if they are open for applications – no response

3-3-25 Reviewed draft audit for errors, entered adjusting journal entries, set up auditor's access to Black Mountain to finalize audit numbers.

Major tasks planned for the next thirty days:

1. 2025-26 Budget Worksheets formatted and sent out to department directors.
2. Set calendar dates for workshops with Mayor and directors for budget planning
3. Present 2023-24 final audit to council for approval on March 25th
4. iii-A Wellness screenings on March 11th
5. Reach out to the US Department of State again on becoming a passport facility

Training accomplished since the last report [show date accomplished]:

2-25-25 Deputy Clerk – Drug and Alcohol Supervisor Training with Weinhoff

2-26-25 Datatel phone system training

Percent of budget expended since the last business day of last month: 33%

**Emmett Fire Department,
Curt Christensen, Chief**

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

Emmett Fire Department Main Operational Goals for FY 2025:

Goal 1: Secure a minimum of \$300,000 in external funding this budget year.

Goal 2: Establish living quarters at the Washington Street Station by FY 2028.

Goal 3: Replace outdated and essential firefighting equipment.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

- Explosive Gas SOG completed, training in April 2/25
- Interact Club EMS presentation 2/26
- Career Day at Emmett High School 3/4/25
- 3 car seat techs re certified 2/25/25
- Inspected 1 car seat secondary to MVC 3/4/25
- Received Grant for 2 radios: Radios ordered 3/4/25
- Responded to IOEM regarding Engine 3 waiting response 3/5/25

Major tasks planned for the next thirty days [NMT 10]:

- Work on updating agreement with Medical Director- on Jakes desk
- Bill CA for the deployment 2/19
 - Waiting for bids from 2 mechanics for repairs 2/24
- Planning Open house March 15th- 2/24/25
- Working with Fire Department Grant writer on a Grant for a slip tank-2/19
- Upcoming training: Explosive gas, RT-130, SCBA drill
- Finish Training work book
- Get all certifications for pervious classes
- Recertification with NREMT

Training accomplished since the last report [show date accomplished]:

- Driver Training

Percent of budget expended since the last business day of last month:

- 48% January 65% as of February- 17% of budget expended between January & February

**Emmett Public Library,
Alyce Kelley, Director**

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

Emmett Public Library Main Operational Goals for FY 2025:

Goal 1: To establish a creative aging program for the over-65 population in Gem County.

Goal 2: To grow youth programming.

Goal 3: To complete RFID conversion of the complete library collection.

Expenditures requiring council authorization this fiscal year and the amount expended:

Non at this time

Major accomplishments [NMT 7] since the last report [show date accomplished]:

Dr. Seuss Strut (Community event) 3/1/2025

Major tasks planned for the next thirty days [NMT 10]:

Creative Aging program (Socializing tea & adult coloring) 3/6/2025

Staff meeting/Spring cleaning 3/12/2025

Make n Mingle 3/12/2025

Teen Pi-day Celebration (Pie Sale) 3/14/2025

Training accomplished since the last report [show date accomplished]:

Non at this time

Percent of budget expended since the last business day of last month:

37%

**Public Works,
Streets, Sewer, Water, Parks, Cemetery, Airport
Steven Freemyer, Director**

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

Public Works Main Operational Goals for FY 2025:

Goal 1: Replace the sewer line from 7th Street and McKinnley to 7th Street and Wardwell.

Goal 2: Install the Water Tank at 12th Street below the Community Bible Church property.

Goal 3: Replace roadway on Boise Avenue between 12th and 4th Streets.

Expenditures requiring council authorization this fiscal year and the amount expended:

2/6/25 Hach Company, Public Works - \$5,772.00

2/11/25 Sawtooth Land Surveying, FY22 City Monuments - \$14,337.50

1/17/25 Keller Associates, Main Street Bridge - \$7,427.17

2/15/25 Keller Associates, Water & Wastewater Rate Fee - \$7,337.50

2/15/25 Keller Associates, Water & Wastewater Rate Fee - \$7,337.50

Major accomplishments since the last report:

2/25/25 Upper Pressure zone Tank bid Awarded

2/25/25 Well #6 Start up

Major tasks planned for the next thirty days:

Finish design for Wardwell/Mckinely Loop rehab

Finish concrete for pickleball court

Replace sewer man hole C2-19

Replace 48" ditch crossing on Moffat Ave

Training accomplished since the last report:

2/20/25 Ferguson Water Works Road Show

Percent of budget expended since the last business day of last month:

Water- 28%

Sewer- 22%

**IT (Systems Administration),
Mike Knittel, Director**

Emmett's Strategic Pillars:

- Economically Vibrant and...
- Health-conscious city,
- Legally compliant with all state and federal laws,
- Performing its constitutional mission (protecting people and property),
- With adequate infrastructure for growth.

IT Department's Main Operational Goals for FY 2025:

Goal 1: To complete current fiber-optic deployment projects by the end of the 2025 calendar year.

Goal 2: To work with Public Works to complete the 12th Street water storage tank by 2026.

Goal 3: To complete the installation of the standardized security access system on all city doors.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

3-5-2025

- Digline contact updates for new year, MS list creation for Public Works, Setup Unifi softphone and SMS for fiber customer support, Idaho Power joint trench meeting, repair damaged conduit on Judo

Major tasks planned for the next thirty days [NMT 10]:

- Well 6 SCADA updates, Dagger Falls phase 3 mainline cable, fiber install 12th street water tank and church, County annex building fiber, Finish homes online Dagger Falls phases 1&2, bid for city wide access control

Training accomplished since the last report [show date accomplished]:

3-5-2025

- All staff members CPR certified

Percent of budget expended since the last business day of last month:

36%